UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

TELERIK AD, Plaintiff, v. TICKET PLATFORM, INC. a/k/a TICKET PLATFORM, LLC Defendant.	Civil Action No. 1:15-CV-11673-ADB

STIPULATION FOR PRELIMINARY INJUNCTION

The parties to the above-captioned matter hereby stipulate and agree as follows:

1. Defendant, Ticket Platform, Inc. a/k/a Ticket Platform, LLC ("Defendant"), shall refrain from reproducing, copying, using, selling, distributing, providing access to, transferring or otherwise conveying any rights in any manner to the Community Edition of Sitefinity version 3.7, or any part thereof, or of any derivative work (as defined in Title 17 of the U.S. Code) of the Community Edition of Sitefinity version 3.7, or any part thereof (collectively, the "Community Edition").

2. Defendant shall refrain from reproducing, copying, using, selling, distributing, providing access to, transferring or otherwise conveying any rights in any manner to Telerik UI for ASP.NET AJAX controls, or any part thereof, or of any derivative work (as defined in Title 17 of the U.S. Code) of Telerik UI for ASP.NET AJAX controls, or any part thereof (collectively, "Telerik UI Controls").

3. Defendant shall refrain from reproducing, copying, using, selling, distributing, providing access to, transferring or otherwise conveying any rights in any manner to all versions of Defendant's Lightswitch software modules, including without limitation Lightswitch version 2.0, which are designed to or are capable of using, interoperating with or interfacing with the Community Edition in its commercially available version or any other version that Defendant delivers to its customers ("Lightswitch 2.0").

4. Defendant shall refrain from reproducing, copying, using, selling, distributing, providing access to, transferring or otherwise conveying any rights in any manner to all versions of Defendant's Lightswitch software modules, including without limitation Lightswitch version 3.0, which are designed to or are capable of using, interoperating with or interfacing with Telerik UI controls in its commercially available version or any other version that Defendant delivers to its customers ("Lightswitch 3.0").

5. Defendant shall refrain from reproducing, copying, using, selling, distributing, providing access to, transferring or otherwise conveying any rights in any manner to all versions of Plaintiff's, Telerik AD's ("Telerik's"), software for which Defendant is not an authorized licensee. At least thirty (30) days prior to commencing development of a software module or any other product which is designed to or capable of using, interoperating with or interfacing with any of Telerik's products, Defendant shall communicate its intent to use such product to Chuck Pollak, Associate General Counsel for Progress Software Corporation at cpollak@progress.com.

6. Defendant shall refrain from migrating its customers from Lightswitch 2.0 to Lightswitch 3.0, any other version of Lightswitch, or any other software module containing, incorporating, using, or interoperating with Telerik UI controls or any other Telerik product for

which Defendant is not an authorized licensee, until such time as the software module to which Defendant intends to migrate its customers is free from and does not use, interoperate with or incorporate any Telerik product for which Defendant is not an authorized licensee. At such time as Defendant intends to re-commence migration of its customers from Lightswitch 2.0 to another software module, or migrate its customers from the version of Lightswitch 3.0 using Telerik UI controls, consistent with this Stipulation, it shall provide Telerik with written notice of same by sending such notice to Chuck Pollak, Associate General Counsel for Progress Software Corporation, at cpollak@progress.com. Upon request, Defendant shall promptly identify for Telerik the software used to develop the software module to which Defendant intends to migrate its customers and shall promptly permit Telerik to view the web.config file for the referenced software module.

7. Notwithstanding anything to the contrary in this preliminary injunction, Defendant is not prohibited from using the Community Edition only in so far as such use is necessary to effectuate the migration of any and all of Defendant's customers from Lightswitch 2.0 to a new version of Lightswitch, including version 3.0, which is in compliance with paragraph 6 hereof and which has been designed to use, interoperate and/or interface with the Defendant's proprietary content management software or some other third-party content management software consistent with the provisions of this Stipulation.

8. Notwithstanding anything above, none of Defendant's customers or clients shall be required to take any affirmative action or to cease and desist from any action as a result of this Preliminary Injunction.

9. The parties request that this Stipulation be entered as a Preliminary Injunction in connection with Plaintiff's Motion for Preliminary Injunction filed on April 23, 2015.

Respectfully submitted,
TELERIK AD,

By their counsel,

/s/ Jennifer A. Yelen
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Respectfully submitted,
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By their counsel,

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Date: June 11th 2015

Ordered by: ______________
Burroughs, J.